



Certified Deployment Services and Equipment Agreement

Meridian Rapid Defense Group LLC ("MERIDIAN"), a Delaware Limited Liability Company, and registered in the State of California, contracts to supply certified deployments, equipment, and related services as described in the Definition section of this agreement to City of Upland (Company, City, County, Organization or Events).

For good and valuable consideration, the adequacy and sufficiency of which is acknowledged by each of the parties, the parties agree as follows:

Definitions:

- 1) **Description of Equipment.** All MERIDIAN equipment is marked with serial numbers and will be used to identify ownership of each piece of MERIDIAN equipment and technology.
- 2) **Ownership of MERIDIAN equipment.** When the equipment is rented to the renter the equipment remains 100% owned by MERIDIAN regardless of the location of the equipment, and MERIDIAN reserves all its rights to ownership when a rental contract is entered into.
- 3) **Terms of Agreement.** The Terms of Agreement will have a start date and finish date as outlined in each agreement.
- 4) **Pricing.** Will be defined based on the number of pieces of equipment and the duration of the rental or per event. A Safety Specialist will be priced per event for delivery, staging, set up and pick up and are all non-union.
- 5) **Event Planning.** The event will be planned using MERIDIAN's Vehicle Safety Mitigation Plans and approved by the customer or local authorities.
- 6) **After Action Reports.** Will be supplied on request from the customer so that adjustments can be made for similar events to ensure the perimeter safety plans are of the highest caliber.
- 7) **Quoting of pricing.** This will be done on an annual basis using MERIDIAN's sole source language and that of the city, county, or government organization.
- 8) **Cooperative Agreement.** All MERIDIAN agreements will be standard cooperative agreements allowing other government bodies to use this agreement to cover all vehicle safety mitigation solutions with MERIDIAN on a national basis.



- 9) **Permitting for events.** All event permits will be organized by the city before MERIDIAN prepares a Vehicle Safety Mitigation Plan.
- 10) **Insurances.** The event organizers or city will be required to have liability insurance, as will MERIDIAN to the value of \$2,000,000 and each party will be named on each other's policies.
- 11) **The SAFETY Act.** MERIDIAN is both Certified and Designated under The SAFETY Act by the Department of Homeland Security, and all customers are afforded the same protection when using MERIDIAN equipment.
- 12) **Use of Customer equipment.** When MERIDIAN uses and moves customer equipment it must be in serviceable condition for use prior to the event. If there are equipment issues before or during its use MERIDIAN will advise the customer of the issues at hand immediately. If MERIDIAN has substitute equipment for the customer, it will be at the standard contract rates.
- 13) **The Customer.** The customer is the entity or person that rents the equipment or services from MERIDIAN and should be a legal entity in Good Standing.
- 14) **Certifications and Deployments.** All equipment must be deployed as per the certifications that MERIDIAN has achieved without variation.

| DESCRIPTION OF EQUIPMENT & SERVICES |
|---|
| MERIDIAN Standard Equipment and Services List |
| Archer 1200 Barrier |
| Archer Field Tow Bar |
| Archer Hauler |
| Archer 4 Ft. Arrestor Cables |
| Archer 10 Ft. Arrestor Cables |
| Archer Cable Ramp |
| Archer Beam Gate |
| Archer Wayfinding Frames |
| Archer Traffic Management Signs |
| MERIDIAN Drop Deck Trailer |
| MERIDIAN Trucks |
| Vehicle Safety Mitigation Plans |
| After Action Reports |
| MERIDIAN's Certified Field Specialists |
| Trailer Kits of 8-9 Archer Barriers and Accessories |
| Single Event |



15) Terms of Lease. The commencement and expiration of the term for which the Equipment described above is leased is the period commencing with the Install Date designated in the box immediately below and expiring with the Removal Date designated in the box immediately below:

INSTALL DATE: *As needed*
REMOVAL DATE: *As needed*

Each piece of equipment rented hereunder shall be made available and returned to MERIDIAN on the termination of the term of the rental period. The commencement or expiration date of this rental can only be modified by the written agreement of the parties hereto.

16) Payment of Rental/Services. Upon the customer accepting the Equipment Rental Quote from MERIDIAN and signing this Agreement, the renter shall pay a deposit of a twenty percent (20%) non-refundable deposit. The balance of the rent or service is payable fourteen (14) days before the scheduled Delivery Date. Final invoices are due and payable upon transmission by MERIDIAN. MERIDIAN reserves the right to impose a late payment charge of one and one-half percent (1.50%) per month (or the maximum amount allowed by law if less) on all sums not timely paid. The customer is responsible for payment of sales and other applicable taxes and charges imposed by any governmental authority based on the rental, transportation, delivery, and/or use of the Equipment. If customer fails to pay any rent or part thereof, or other amount herein provided with ten (10) days after the same is due and payable, or if customer fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by customer, MERIDIAN shall have the right to exercise any one or more of the following remedies:

- a)** To declare the entire amount of rent hereunder immediately due and payable without notice or demand to Renter.
- b)** To sue for and recover all rents, and other payments, then accrued or thereafter accruing.
- c)** To terminate this Agreement and take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law (and customer hereby waives all damages occasioned by such taking of possession).
- d)** To pursue any other remedy at law or in equity. Notwithstanding any repossession or any other action which MERIDIAN may take, customer shall be and remain liable for the full performance of all obligations on the part of the customer to be performed under this Agreement. All of MERIDIAN's remedies are cumulative and may be exercised concurrently or separately.



Customer shall pay to MERIDIAN the rent for the Equipment or Services provided in the total amount set forth opposite Total Rent in the box immediately below without offset or deduction for any reason whatsoever:

| RENT/SERVICES PAYABLE |
|------------------------------------|
| TOTAL PAYMENT: <u>See addendum</u> |

The customer shall pay the Total Due no later than See addendum. All Rent payments shall be paid to MERIDIAN via Check, Credit Card, or Wire Transfer only. Information below:

Bank Wire Info:

17) Ownership of Property. This Agreement constitutes a rental of the Equipment and or Service and is not a sale or the creation of a security interest. The customer will not have, or at any time acquire, any right, title, or interest in the property, except the right to possession and use as provided for in this agreement. MERIDIAN will at all times be the sole owner of the property. The customer shall not sublet, encumber, or dispose of the Equipment, which is the subject of this agreement, and will not remove the Equipment from the location where it is placed by MERIDIAN without the express written consent of MERIDIAN. The customer will not remove, cover, or interfere with MERIDIAN's identification or advertising labels attached to the equipment.

18) Use of Property.

a) Rights of the customer. Customer will be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of the rental, *provided that* customer is not in default of any provision of this agreement. The customer will employ and have absolute control, supervision, and responsibility over any operators or users of the property once trained by MERIDIAN and or if MERIDIAN is not supplying such Certified Field Specialists for the event itself. All Equipment delivered to the customer by MERIDIAN shall be returned to MERIDIAN in the same condition as when first delivered to the customer,



ordinary wear and tear resulting from the normal and proper use thereof and force majeure events expected.

- b) Duties of customer.** Customer will use the Equipment in a careful and proper manner and will not permit any Equipment to be operated or used in violation of any applicable federal, state, or local statute, ordinance rule, or regulation relating to the possession, use, or maintenance of the property. The customer agrees to reimburse MERIDIAN in full for all verifiable and substantiated damage to the property directly arising from any intentional misuse or negligent act by the customers, its employees, its agents, and its licensees. Customer will indemnify and hold MERIDIAN harmless from any liabilities, forfeitures, or penalties for violations of any federal, state or local statute, rule or regulation.
- c) Use of equipment by the customer.** Customer warrants that the Equipment will be used for commercial or business purposes only, and in the conduct of a lawful business and in accordance with the certifications of the equipment. Customer shall not, without MERIDIAN's prior written consent, remove the Equipment from the location where it is installed, part with possession or control of the Equipment or attempt or purport to sell, pledge, mortgage or otherwise encumber any of the Equipment or otherwise dispose of or encumber any interest under this agreement

19) Delivery and Installation of Rental

- a) Responsibilities of MERIDIAN and the customer.** Unless otherwise provided in the box immediately below, MERIDIAN shall be responsible, at the rental fee, for the delivery, installation, and removal of the Equipment at the site designated by the customer in the box immediately below with a Vehicle Safety Mitigation Plan.

| INSTALLATION RESPONSIBILITY; DEPLOYMENT LOCATIONS |
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| MERIDIAN is responsible for delivery, installation, and removal. (The Service) |
| Description/Address of deployment site: |
| |

The customer agrees to provide, at its expense, sufficient unobstructed space for the delivery, installation, dismantlement and removal of the Equipment, and access to such space. This



shall denote the staging of the equipment prior to set up. This staging will be a location where set up can be completed without having to reengage a trailer.

- b) Time of delivery; Disclosures by the customer.** MERIDIAN shall deliver and deploy the Equipment at such reasonable times as it deems best for safety and scheduling, allowing time for the customer's associates, vendors, and/or staff to be protected from vehicular threats. MERIDIAN is not obligated to wait more than two (2) hours beyond each of the times scheduled for delivery and pick up and customer will be responsible for additional charges in the event the customer is not ready for the pick-up at the agreed-upon time.
- c) Rental Term.** Unless otherwise specified in the contract, the Rental Term is computed on a daily basis, including any parts thereof, beginning upon Delivery to customer and ending upon return Pick-Up by MERIDIAN. No distinction is made for Saturdays, Sundays or Holidays. When MERIDIAN is to pick-up the Equipment from the customer, the customer agrees to provide MERIDIAN a reasonable period for removal of Equipment upon completion of the rental term, not to exceed twenty-four (24) hours unless otherwise agreed-upon time.
- d) Condition of Equipment and Inspection.** Unless the customer objects at the time of delivery, it shall be deemed conclusive that all Equipment was delivered and was in good working order. MERIDIAN reserves the right for any reason to substitute functionally equivalent Equipment for Equipment specified in the Agreement. Upon Tender of deliver, no allowance will be made for any rented Equipment or portion thereof which is claimed not to have been use by the customer. In the event of non-conforming Equipment, MERIDIAN will have the option to either:
- i. Repair or replace the non-conforming Equipment.
 - ii. Credit the customer for the non-conforming Equipment against amounts otherwise due under the agreement.
- e) Site Conditions.** To the extent MERIDIAN contracts for unloading, installation, dismantling and/or reloading, Renter must ensure that the site, including all access routes, working environment and installation location(s) ("Site"), is adequate and free of any objects that could prevent or hinder access. Any damage to the Site will be the responsibility of the customer unless solely caused by MERIDIAN, and the customer will be responsible for any delays as well as additional charges based on inadequacies in Site conditions.
- 20) Risk of Loss.** The customer shall be fully responsible hereunder and bear the risk of loss for the Equipment commencing with the delivery of the rented Equipment to the customers event or access site or, if the customer is to install the Equipment, delivery to customer. The risk of loss shall continue until MERIDIAN removes the Equipment from the site or, if the customer is to remove the Equipment, until return of the Equipment to the location designated by MERIDIAN. Risk of Loss includes destruction, loss, confiscation, theft, taking, or damage from any cause



whatsoever, except for that which arises as a result of MERIDIAN's negligence or willful misconduct. If any such event occurs, the customer shall notify MERIDIAN in writing as soon as possible, but no later than 48 (forty-eight) hours following such event. If damage occurs and the

piece of Equipment is repairable, the customer under MERIDIAN's guidelines shall repair such piece of Equipment to its condition prior to the damage or reimburse MERIDIAN for its reasonable actual out-of-pocket cost of repairs of such Equipment. If damage occurs and the piece of Equipment is nonrepairable, the customer shall pay on demand to MERIDIAN the replacement value, as determined by MERIDIAN, unless MERIDIAN had been paid such replacement value under the insurance customer is required to provide under Section below. If the replacement value has not been paid to MERIDIAN by the Removal Date set forth above, the customer's obligation to pay rent for the proportionate share of the destroyed Equipment shall continue until replacement value is paid to MERIDIAN at a per diem rate equal to:

- a) Total Rent (from Section 3 above) divided by Number of Days Rented (from Section 2 above)
Multiplied by
- b) The proportionate share of the destroyed Equipment (as reasonably determined by MERIDIAN)

21) Title and Quiet Enjoyment of Equipment. MERIDIAN represents and warrants that MERIDIAN has title to the Equipment, and during the term of this Agreement, shall not interfere with the customer's quiet enjoyment of such Equipment. MERIDIAN represents and warrants what it has the right to rent the Equipment to the customer.

22) Insurance.

- a) **The Customer's Duty to Insure.** Customer agrees at its own expense to maintain comprehensive general liability insurance, including death, bodily injury, and property damage in an amount not less than \$2,000,000.00. MERIDIAN shall also maintain suitable comprehensive public liability insurance, naming Meridian Rapid Defense Group LLC as an insured party under that policy. The customer shall deliver to MERIDIAN a Certificate of Insurance at least fourteen (14) days prior to the Delivery Date of the first time the customer rents equipment from MERIDIAN. Thereafter, if the customer is to rent equipment or services from MERIDIAN at other times, the customer shall always maintain said insurance applicable to the customer's rental of equipment. The customer agrees that such insurance shall remain in full force whenever customer rents equipment or services from MERIDIAN and shall provide MERIDIAN with a 30-day pre-notice of cancellation or material change in the insurance coverage.



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| Renter's Insurance Certificate has been delivered on <u>N/A</u> | Renter's Initials: <u>MB</u> |
| Renter hereby agrees that for any reason whatsoever if the Renter's Insurance as described above is determined to not be in full force and effect at any time that Renter is in possession of MERIDIAN's Equipment, MERIDIAN may and will obtain insurance coverage naming Renter as the Insured and MERIDIAN as the loss payee. The actual and reasonable costs of said Replacement Insurance will be the obligation of the renter. | |
| Agreed and Accepted by Renter on <u>N/A</u> | Renters Initials: <u>MB</u> |

It is further Agreed and Accepted by the customer that if the customer decides to not provide insurance as set forth in this provision and so notifies MERIDIAN, MERIDIAN shall proceed forthwith to arrange Replacement Insurance for the customer to take effect no later than the first moment for the customer to be in possession of equipment and or service that the customer will be responsible for and obligated to pay the actual and reasonable costs of such Replacement Insurance.

MERIDIAN Rapid Defense Group LLC

By: ERIC ARMS
Signature: [Signature]
Title: President
Date: 7/8/2022

By: Michael Blay
Signature: [Signature]
Title: City manager
Date: 7/12/22